

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

ARTHUR J. MORRISSETTE,

Plaintiff,

v.

MEMORANDUM AND ORDER
07-C-402-S

SPECIALIZED CARRIERS, INC. and
EAGLE-AMERICAN TRUCKING CO.,

Defendants.

Plaintiff Arthur Morrissette, an independent truck driver, commenced this action for monetary damages against defendant trucking contractors Specialized Carriers, Inc. and Eagle-American Trucking Co. alleging that defendants violated federal Truth-in-Leasing regulations and breached their contracts for freight hauling and for the lease and sale of his truck. Jurisdiction is based on 28 U.S.C. § 1331. The matter is presently before the Court on plaintiff's motion for partial summary judgment. Defendants have not opposed the pending motion.

Plaintiff seeks summary judgment that the "Contractors Agreements" whereby plaintiff agreed to haul freight for a percentage of the billable freight fees paid by defendants' customers, violated 49 C.F.R. §§ 376.12(f), (g), (h), and (j)(1). The motion is entirely a question of law requiring a comparison of

the written agreement to the regulatory requirements. Plaintiff also seeks a determination that as a result of these violations he is entitled to recover attorneys fees pursuant to 49 U.S.C. § 14704(e). Defendants filed no materials in opposition to the motion. Accordingly, partial summary judgment is appropriate on the issues.

ORDER

IT IS ORDERED that plaintiff's motion for partial summary judgment that defendants' have violated 49 C.F.R. §§ 376.12(f), (g), (h) and (j)(1) is GRANTED and, accordingly, attorneys fees may be available pursuant to 49 U.S.C. § 14704(e).

Entered this 8th day of January, 2008.

BY THE COURT:

/s/

JOHN C. SHABAZ
District Judge